

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	: Chapter 11
	:
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	: Case No. 18-23538 (RDD)
	:
Debtors.	: (Jointly Administered)
	:
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**OBJECTION OF GLOBALTRANZ ENTERPRISES, INC. TO NOTICE OF CURE
COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION
WITH GLOBAL SALE TRANSACTION**

GlobalTranz Enterprises, Inc. (formerly AFN Logistics) (“GlobalTranz”), through its attorneys, hereby objects to the cure amounts designated as owing to GlobalTranz, and states:

1. On October 15, 2018, Sears Holdings Corporation and certain affiliated entities (collectively, the “Debtors”) filed voluntary petitions under Chapter 11, Title 11, United States Code.
2. GlobalTranz provides transportation and logistics services to the Debtors.
3. Pursuant to the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Global Sale Transaction*, dated January 18, 2019, (the “Cure Notice”), the Debtors seek to assume and assign the executory contract with GlobalTranz. The proposed cure amount is listed as \$0. *See* Cure Notice, p. 138, Contract No. 3141.
4. In November, 2018, Debtors and GlobalTranz entered into that certain Vendor Agreement¹ which sets forth an agreed upon amount then due and owing to GlobalTranz (“Agreed Prepetition Claim”) and provides for payment of a portion of the Agreed Prepetition Claim.

¹ Due to the confidentiality provision in the Vendor Agreement, a copy of the Vendor Agreement is not attached hereto, but will be made available to the Debtors upon request. The specific claim and payment terms are not disclosed herein for the same reasons.

5. Thereafter, the Debtors paid the agreed upon amount, leaving a remaining prepetition balance due and owing to GlobalTranz (“Remaining Prepetition Balance”).

6. The Vendor Agreement does not waive the Remaining Prepetition Balance. To the contrary, it preserves GlobalTranz’s claim to seek payment for that amount from the Debtors.

7. Accordingly, GlobalTranz objects to the proposed cure amount of \$0 and requests that the Debtors revise the cure amount to reflect the Remaining Prepetition Balance.

WHEREFORE, GlobalTranz hereby requests that the Court sustain this objection, approve the cure amount as set forth herein, and grant such other and further relief as the Court deems appropriate.

Dated: January 26, 2019

Respectfully submitted,

/s/ Ira L. Herman

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